

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

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CIVIL ACTION NO. 04-11420 PBS

MARK BROADLEY,  
Plaintiff

VS.

MASHPEE NECK MARINA, INC.,  
Defendants

**THE DEFENDANT, MASHPEE NECK MARINA, INC.'S, INITIAL  
DISCLOSURE (FED.R.CIV. P. RULE 26A AND LOCAL RULE 26.2(A))**

Now comes the Mashpee Neck Marina in the above captioned matter and makes the required initial disclosures pursuant to the Fed. R. Civ. P. and the Local Rules of the United States District Court for the District of Massachusetts.

- (A) Name, and if known, address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subject of the information and then the answers.

Nelson Brace, General Manager, Mashpee Neck Marina, Inc., C/O Bosun's Marina, Inc, 100 Falmouth Road, Mashpee, Massachusetts – Nelson Brace is the General Manager of Mashpee Neck Marina, Inc. presently and at the time of the incident as alleged in the Complaint and has knowledge relating to the facts and circumstance surrounding the floating dock as alleged in the Complaint.

Scott Rigsby, last known address, Rigsby Plumbing & Heating, 13 Chestnut Street, Falmouth, Massachusetts. - Mr. Rigsby was upon information and belief present at the dock as alleged in the Complaint at the time of the plaintiff's injury.

Timothy Leedham, C/O Bosun's Marina, Inc., 100 Falmouth Road, Mashpee, Massachusetts. - Mr. Leedham is the President of Mashpee Neck Marina, Inc.

- (B) Copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party, and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

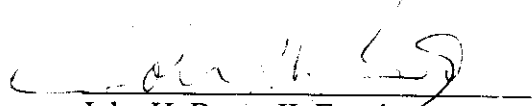
See attached Exhibit A, form Mashpee Neck Marina, Inc., Dockage/Mooring Contract with attached Dockage/Mooring Contract Rules and Regulations which are a part of each and every Dockage/Mooring Contract.

See attached Exhibit B, Dockage/Mooring Contract with Mark Broadly dated March 27, 2002.

See attached Exhibit C, Dockage Application and Contract dated November 20, 2002.

- (C) Compilation of any category of damages claimed by the disclosing party - no such claim is made.
- (D) For inspection and copying as under Rule 34, any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. - To be produced.

Respectfully Submitted,

  
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John H. Bruno II, Esquire  
Masi & Bruno  
124 Long Pond Road  
Plymouth, MA 02360  
(508) 747-5277  
BBO #542098

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document was served upon the attorney(s) of record for each other party by mail / ~~hand on~~

February 9, 2005

AMB